

File No. 289
12/5/26

12 MAY 2026



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

94AB 614056



SOLEMNLY AFFIRMED & DECLARED
BEFORE ON IDENTIFICATION

12/5/26
SALIL SINHA ROY
NOTARY, HOWRAH

ANNEXURE 'A'

[See rule 9]

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this _____ day of _____,

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By and Between

A B CONSTRUCTION
Proprietor

A B CONSTRUCTION
Proprietor

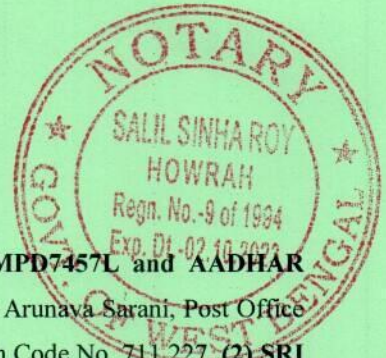
12 MAY 2018

ক্রমিক নং - ৪৭ বিক্রয় তারিখ ০২/৫/১৮
ক্রেতার নাম শ্রীমান বিহার
স্থিতিস্থাপন নং ২৪৩৭
স্ট্যাম্প তেজিয়া
স্ট্যাম্প তেজিয়া
স্ট্যাম্প তেজিয়া - শ্রী মহাপ্রসাদ বন্দ্যোপাধ্যায়
সাক্ষি - রামচন্দ্রপুর, হাল সাক্ষি মাণিক
থানা - সাক্ষরহিল, জেলা - হাওড়া



A B CONSTRUCTION A B CONSTRUCTION

(2)

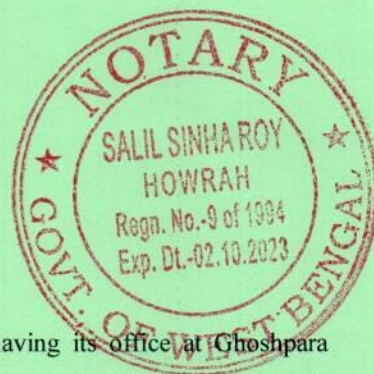


(1) SRI SANDIP KUMAR DUTTA (having his PAN - ACMPD7457L and AADHAR CARD NO. 2692 9687 8051), by Occupation Service, residing at Arunava Sarani, Post Office Ghoshpara, Police Station Nischinda, in the District of Howrah, Pin Code No. 711 227, (2) SRI PRADIP KUMAR DUTTA (having his PAN - AKUPD8723H and AADHAR CARD NO. 6590 7001 7511), by Occupation Retired Person, residing at 67 Shyamnagar Road, Bangur Avenue, South Dum Dum, in the City of Kolkata, in the District of North 24 Parganas, Pin Code No. 700 055, (3) SRI PRATYUSH KUMAR DUTTA (having his PAN - ADHPD7621G and AADHAR CARD NO. 4445 3509 1454), by Occupation Retired Person, residing at Arunava Sarani, Post Office Ghoshpara, Police Station Nischinda, in the District of Howrah, Pin Code No. 711 227, (4) SRI PRASANTA KUMAR DUTTA (having his PAN - ACRPD5643B and AADHAR CARD NO. 8650 8712 8364), by Occupation Retired Person, residing at Arunava Sarani, Post Office Ghoshpara, Police Station Nischinda, in the District of Howrah, Pin Code No. 711 227, (1) to (4) all are sons of Late Aditya Prakash Dutta, (5) SMT. PUSPITA DEY (having her PAN - AVUPD7742B and AADHAR CARD NO. 2497 2855 8042), daughter of Late Pranab Kumar Dutta, by Occupation Housewife, residing at 15Y, Nimtala Lane, Beadon Street, in the City of Kolkata, Pin Code No. 700 006, and (6) MISS. AJANTA DUTTA (having her PAN - AZYPD4899F and AADHAR CARD NO. 8468 7100 2430), daughter of Late Pranab Kumar Dutta, by Occupation Family Pensioner, residing at Dakshin Joypur Bill, Liluah, in the District of Howrah, Pin Code No. 711 227, hereinafter jointly called and referred to as “the LAND OWNERS/ VENDORS” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, successors, successor-in-interest, legal representatives and assigns etc.), represented by their constituted Lawful Attorney M/S. A.B. CONSTRUCTION, a sole Proprietorship Firm, having its office at Ghoshpara (Vivek Pally), Post Office Ghoshpara, Police Station Nischinda, in the District of Howrah, Pin Code No. 711 227, being represented by its sole Proprietor viz. SRI ACHINTYA KUMAR MONDAL, (having his PAN - AOFPM9393H and AADHAAR CARD NO. 2050 7668 8290), son of Kushadhwaja Mondal, by Nationality, by faith Hindu, by occupation Business, residing at Nischinda Bibek Pally Ghoshpara, Post Office Ghoshpara, within Police Station Nischinda, in the District of Howrah, Pin Code 711 227, hereinafter called and referred to as the FIRST PART;

AND

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(3)



M/S. A.B. CONSTRUCTION, a sole Proprietorship Firm, having its office at Ghoshpara (Vivek Pally), Post Office Ghoshpara, Police Station Nischinda, in the District of Howrah, Pin Code No. 711 227, being represented by its sole Proprietor viz. **SRI ACHINTYA KUMAR MONDAL**, (having his PAN - AOFPM9393H and AADHAAR CARD NO. 2050 7668 8290), son of Kushadhwaja Mondal, by Nationality, by faith Hindu, by occupation Business, residing at Nischinda Bibek Pally Ghoshpara, Post Office Ghoshpara, within Police Station Nischinda, in the District of Howrah, Pin Code 711 227, hereinafter called and referred to as "the **DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, administrators, legal representatives, successors –in- office and assigns etc.) of the **SECOND PART**;

AND

SRI/SMT., (PAN, AADHAAR NO.) son/wife of aged about years, residing at, hereinafter called the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**;

[OR]

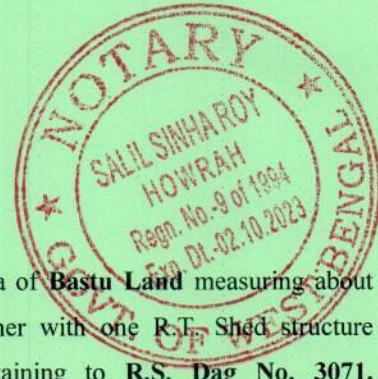
[Please insert details of other allottee(s), in case of more than one allottee]

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS ALL THAT piece and parcel of one self contained **Residential Flat/Commercial Unit Being No.**, situated on the **Floor** measuring an area about **Square Feet Carpet Area, Square Feet Covered Area corresponding to Square Feet Super Built-up area**, be the same a little more or less, consisting of bed rooms, Toilets, Dining Cum Open Kitchen and Balcony **with lift facility made with Tiles Flooring**, together with proportionate share of land and right to use the common stair case, lift and common lobbies from ground floor to top floor, common privy, common water reservoir, common water tank, common electrical fittings, common electric facility, common meter room and space, common roof, common drainage and sewerage system, common open areas, common passage etc. herein after referred to as the "**SAID FLAT/UNIT**", morefully described in the **SECOND SCHEDULE** written hereunder situated over the property appertaining to

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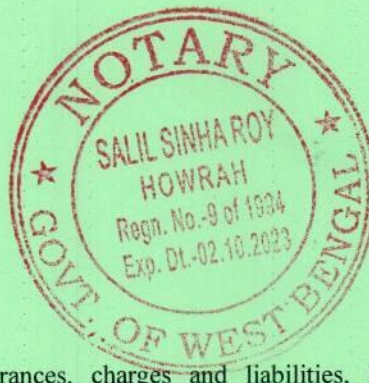


ALL THAT piece and parcel of definite demarcated area of ~~Bastu~~ Land measuring about **9.20 Decimal**, be the same a little more or less, together with one R.T. Shed structure measuring about 100 Sq. Ft. standing thereon, appertaining to **R.S. Dag No. 3071**, corresponding to **L.R. Dag No. 5612**, under **L.R. Khatian Nos. 10174, 12367, 12989, 13154, 13187, 17064**, situated at **Mouza Bally, J.L. No. 14**, within the **Police Station Nischinda** (previously under Bally P.S.), **in the District of Howrah**, within the limit of **Nischinda Gram Panchayet**, under the jurisdiction of the District Sub-Registry Office and the Additional District Sub-Registry Office at Howrah, alongwith one **G+IV (Five) storied partly Commercial partly Residential Building viz. "HOME GREEN APARTMENT - 14"** standing thereon, along with all rights of easement and quasi-easements attached thereto or appurtenant therewith, together with all rights of easement, privilege and appurtenances attached thereto, is the **SAID PROPERTY**, morefully and specifically described in the **FIRST SCHEDULE** herein below is the subject matter of this **AGREEMENT FOR SALE**.

- A. AND WHEREAS originally one **Sri Shyama Charan Khanra** was the occupier of Land under the Zamindershhip of **Sri Sarat Chandra Paramanick** by paying Taxes to the said Zaminder in respect of Land measuring about **01 Bigha** who recorded his name in the record of Government of West Bengal, under **R.S. Khatian No. 5532**, situated at Mouza Bally (Dulepara), **J.L. No. 14**, within the then Police Station Bally, in the District of Howrah, within the limit of the then Bally Union Board, under the jurisdiction of the District Registry Office and the District Sub-Registry Office at Howrah, together with all easement rights, title, interest and right to use of passage and quasi easement rights attached thereto. Thereafter the said **Shyama Charan Khanra** died intestate leaving behind his widow & sons and due to their lawful necessity of liquid money, they jointly sold, transferred and conveyed the aforesaid property, in favour of one **Smt. Saraswati Dasi**, by virtue of a Registered Deed of Sale in the year 1942. Thus she has become the true and lawful owner as well as occupier in respect of the aforesaid property and since they she has been seized and possessed the same in peaceful and uninterrupted manner, without any obstruction and/or hindrance from any corner whatsoever.
- B. AND WHEREAS after acquisition of specific title in respect of the aforesaid property in the aforesaid peaceful and uninterrupted manner, said **Smt. Saraswati Dasi** had been duly possessing and/or enjoying the same in peaceful and uninterrupted manner over more than 12 years. Thereafter due to her lawful necessity of money, sold, transferred and conveyed the

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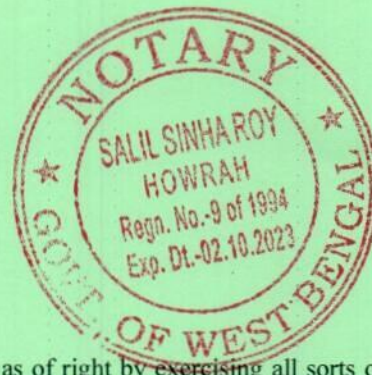
aforesaid property, free from all sorts of encumbrances, charges and liabilities, liens, lispendence and attachment of any kind whatsoever, in favour of one **Smt. Golap Moyee Devi alias Golap Moyee Devi**, at the then highest available market price on 08.12.1947 who purchased the same against payment of her Stridhan as Consideration amount and since then she seized and possessed the same in peaceful and uninterrupted manner by paying Government revenues and Taxes to the authority concerned.

C. **AND WHEREAS** while thus being lawfully seized and possessed of the aforesaid property in the aforesaid peaceful and uninterrupted manner, said **Smt. Golap Moyee Devi alias Golap Moyee Devi**, due to her urgent lawful necessity of liquid money, decided and declared to sell her aforesaid property, free from all sorts of encumbrances, charges and liabilities, liens, lispendence and attachment of any kind whatsoever and the said property is absolutely clear, free and marketable title and being informed by the aforesaid information and relying upon the aforesaid declaration and relevant documents, one **Sri Aditya Prakash Dutta**, resident of 129/1A, Kaital Para Road, Post Office Bally, Police Station the then Bally, in the District of Howrah, became very much interested to purchase the aforesaid property at the then highest available market price and offered to the Landowner to sell the property which the aforesaid Land Owner accepted, agreed and confirmed. Accordingly one Bengali Deed of Sale dated 09th January, 1959 A.D. corresponding to 24th Poush, 1365 B.S. has been executed and registered amongst themselves, duly registered before the office of the Sub-Registrar at Howrah and recorded therein vide **Book No. I, Volume No. 10, Pages from 35 to 38, Being No. 132, for the year 1959.**

D. **AND WHEREAS** by virtue of the aforesaid Deed of Sale dated 09.01.1959, said **Sri Aditya Prakash Dutta** became the true and lawful owner as well as occupier in respect of **ALL THAT** piece and parcel of Land measuring about **08 Cottahs or 13.20 Decimals**, be the same a little more or less, appertaining to **R.S. Dag No. 3071 measuring about 9.20 Decimals and R.S. Dag No. 3072 measuring about 4.00 Decimals**, be the same a little more or less, both under **R.S. Khatian No. 5532**, situated at Mouza Bally, **J.L. No. 14**, within the then Police Station Bally (presently at Nischinda), in the District of Howrah, within the limit of Nischinda Gram Panchayet, under the jurisdiction of the District Sub-Registry Office and the Additional District Sub-Registry Office at Howrah together with all easement rights, title, interest and right to use of passage and quasi easement rights attached thereto and seized and possessed

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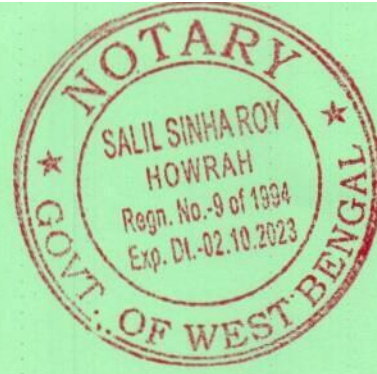


peacefully and without interruption from any corner as of right by exercising all sorts of overt acts by paying Government revenues and Taxes to the authority concerned.

- E. **AND WHEREAS** while thus being lawfully seized and possessed of the aforesaid property in the aforesaid peaceful and uninterrupted manner, said **Sri Aditya Prakash Dutta** bequeathed the aforesaid property, in favour of his 06 (Six) sons viz. (1) **Sri Sandip Kumar Dutta**, (2) **Sri Pradip Kumar Dutta**, (3) **Sri Pratyush Kumar Dutta**, (4) **Sri Prasanta Kumar Dutta**, (5) **Partha Kumar Dutta** and (6) **Sri Pranab Kumar Dutta**, by virtue of an unregistered Will on 01.09.1963 in which **Sri Pranab Kumar Dutta** and **Sri Pratyush Kumar Dutta** were the Executors, wherein it was clearly mentioned that only all the above mentioned 06 (Six) sons will be entitled to be the Owners of the aforesaid Land in equal Share each.
- F. **AND WHEREAS** subsequently after the demise of said **Aditya Prakash Dutta**, both the Executors of the aforesaid Will viz. **Sri Pranab Kumar Dutta** and **Sri Pratyush Kumar Dutta** filed one Probate Case Being No. 84 of 1979 on 18.04.1979, before the Hon'ble High Court at Calcutta to obtain the Decree of the aforesaid Probate Case in which the just and proper Decree was passed on 4th May, 1979 by the Hon'ble High Court at Calcutta, in favour of the 06 (Six) sons viz. (1) **Sri Sandip Kumar Dutta**, (2) **Sri Pradip Kumar Dutta**, (3) **Sri Pratyush Kumar Dutta**, (4) **Sri Prasanta Kumar Dutta**, (5) **Partha Kumar Dutta** and (6) **Sri Pranab Kumar Dutta**, declaring them as joint owners having equal Share each. Accordingly a Certificate of the aforesaid Probate Case Being No. 84 of 1979 was issued on 6th June 1979 by the Hon'ble High Court at Calcutta. Thus all the aforesaid 06 (Six) sons of Late **Aditya Prakash Dutta** viz. (1) **Sri Sandip Kumar Dutta**, (2) **Sri Pradip Kumar Dutta**, (3) **Sri Pratyush Kumar Dutta**, (4) **Sri Prasanta Kumar Dutta**, (5) **Partha Kumar Dutta** and (6) **Sri Pranab Kumar Dutta** became the lawful joint owners as well as occupiers of the aforesaid property and since then they have been jointly seized and possessed the same peacefully and uninterruptedly to the extent of their undivided 1/6th share each.
- G. **AND WHEREAS** after acquisition of title in respect of the aforesaid property in the aforesaid joint manner, (1) **Sri Sandip Kumar Dutta**, (2) **Sri Pradip Kumar Dutta**, (3) **Sri Pratyush Kumar Dutta**, (4) **Sri Prasanta Kumar Dutta**, (5) **Partha Kumar Dutta** and (6) **Sri Pranab Kumar Dutta** have been enjoying various overt acts over the same not only by paying Government Revenues, taxes before the concern authority but also duly mutated their names in

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(7)



the record of the office of the B.L. & L.R.O. Bally-Jagacha under Government of West Bengal and accordingly New L.R. Khatian Numbers have been allotted in their favour, which have been stated as follows:-

<u>Sl. No.</u>	<u>Name</u>	<u>L.R. Dag No.</u>	<u>New L.R. Khatian No.</u>
1.	Sri Sandip Kumar Dutta	5612 & 5613	17064
2.	Sri Pradip Kumar Dutta	5612 & 5613	12989
3.	Sri Pratyush Kumar Dutta	5612 & 5613	13154
4.	Sri Prasanta Kumar Dutta	5612 & 5613	10174
5.	Sri Partha Kumar Dutta	5612 & 5613	12367
6.	Sri Pranab Kumar Dutta	5612 & 5613	13187

H. **AND WHEREAS** while thus being lawfully seized and possessed of the aforesaid property in the aforesaid joint manner, the aforesaid **Pranab Kumar Dutta** died intestate on 30.10.2019 leaving behind him his 02 (Two) Daughters viz. (1) **Smt. Ajanta Dutta** and (2) **Smt. Puspita Dey**, as his legal heirs to inherit his estate according to the Law of Inheritance, governed under the **Hindu Succession Act, 1956**. Thus the legal heirs of Late Pranab Kumar Dutta viz. Smt. Ajanta Dutta and Smt. Puspita Dey became the joint lawful owners as well as occupiers of 1/6th share of Said Property, left by Late Pranab Kumar Dutta.

Be it mentioned that wife of said Pranab kumar Dutta (since deceased) viz. Rakha Dutta predeceased him on 29.01.2019.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

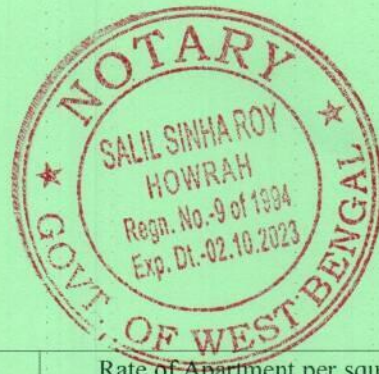
Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment/Plot] as specified in paragraph H;

The Total Price for the [Apartment/Plot] based on the carpet area is Rs. 4000/- (Rupees

Four Thousand only ("Total Price") (Give break up and description):

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Block/Building/Tower no. 01 Apartment no. Home Green Apartment -14 Type – Single Building. Floor – G+4	Rate of Apartment per square feet* Rs.4000/- per Sft.

*Provide break up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND] [if/as applicable]

Garage/Closed parking - 1	5,00,000/-
Garage/Closed parking - 2	5,00,000/-

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/ Plot];
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot];

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

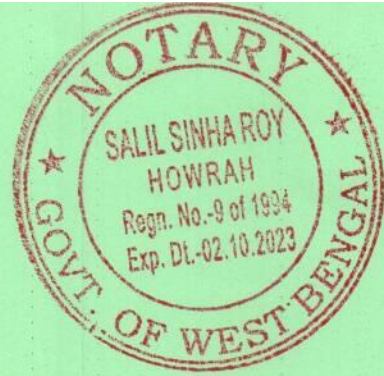
- (iv) The Total Price of [Apartment/Plot] includes: 1) pro rata share in the Common Areas; and 2)

_____ Garage (s)/closed parking(s) as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent

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authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 2 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter.

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

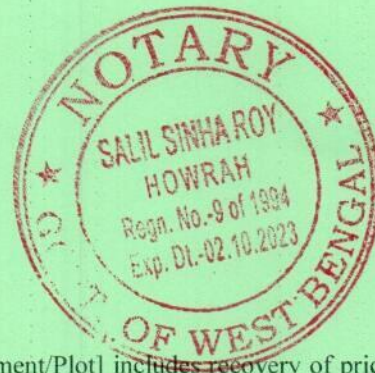
[Applicable in case of an apartment] The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/ Plot] as mentioned below:

- (i) The Allottee shall have exclusive ownership of the [Apartment/Plot];
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

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(10)



- (iii) That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Promoter and the Allottee agrees that the [Apartment/Plot] along with _____ garage/ linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely

HGA-14 shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972

The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Allottee has paid a sum of Rs _____, (Rupees _____)

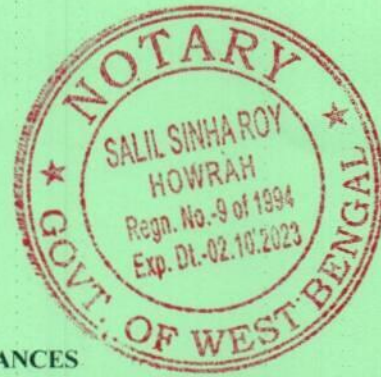
the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/Plot] as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of 'A.B.Construction' payable at Howrah.

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3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

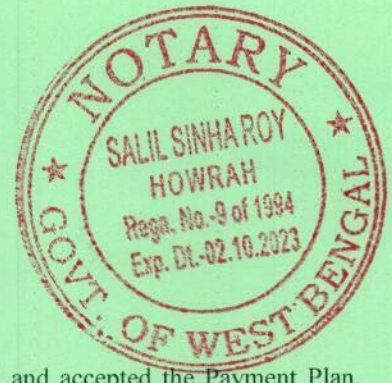
The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/APARTMENT

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The Allottee has seen the specifications of the [Apartment/Plot] and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and

provisions prescribed by the [Please insert the relevant laws in force] and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT

Schedule for possession of the said [Apartment/Plot]: The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment/Plot] on actual Dated unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within one month days of receiving the occupancy certificate* of the Project.

Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the

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allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

Possession by the Allottee – After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/Plot] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

Compensation –

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

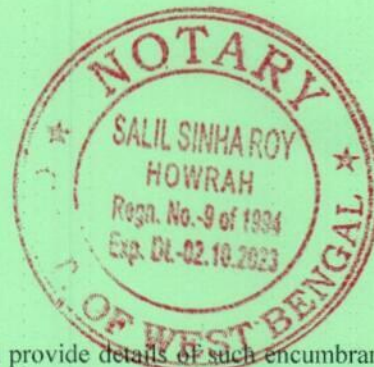
Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot].

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;

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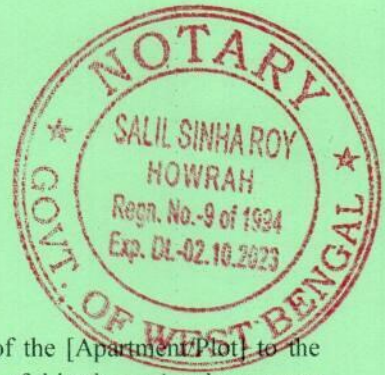
[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment/Plot];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Plot] and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement
/ arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Allottee and the common areas to the Association of the Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project;
- (xiii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

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- (i) Promoter fails to provide ready to move in possession of the [Apartment/Plot] to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Plot].

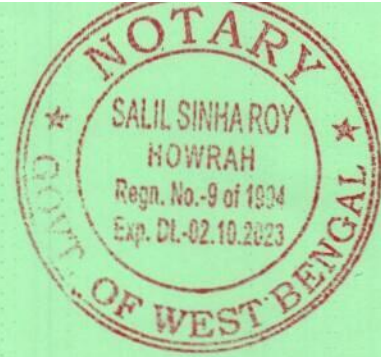
The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for _____ consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/ Plot] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the [Apartment/Plot] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee fails

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to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the [Apartment/Plot].

[Insert any other clauses in relation to maintenance of project, infrastructure and equipment]

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession,

it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the [Apartment/Plot] on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency / association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking

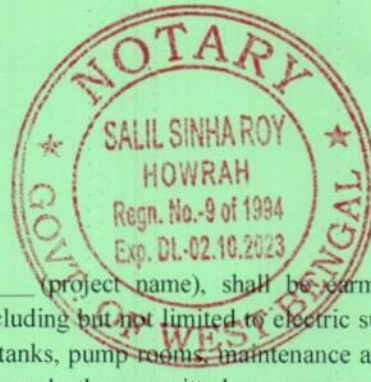
spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment/Plot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the

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(17)



(project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

- 16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:** Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Plot] and keep the [Apartment/Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

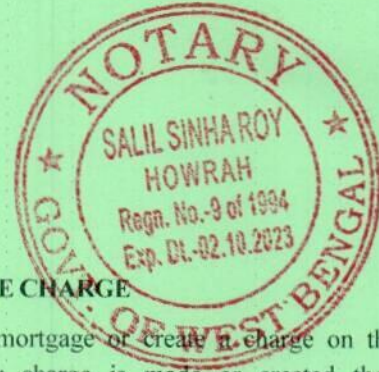
17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a [Apartment/Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment/Plot], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Plot]/ at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

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19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Plot/ Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Plot/Building].

20. APARTMENT OWNERSHIP ACT

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/ plot/building, as the case may be.

23. RIGHT TO AMEND

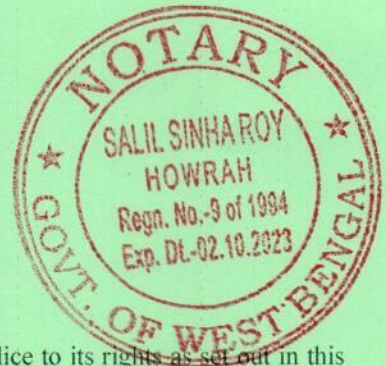
This Agreement may only be amended through written consent of the Parties.

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

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The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the [Apartment/Plot] bears to the total carpet area of all the [Apartments/Plots] in the Project.

28. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____.

30. NOTICES

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(20)



That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

_____ Name of Allottee

_____ (Allottee Address) M/s _____ Promoter name

_____ (Promoter Address)

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

31. JOINTALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) _____

(2) _____

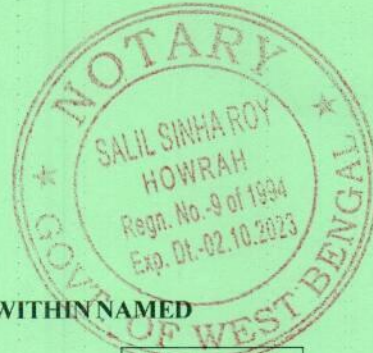
At _____ on _____ in the presence of:

Please affix
photograph
and sign
across the
photograph

Please affix
photograph
and sign
across the
photograph

12 MAY 2025

(21)



SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

1.

(Authorized Signatory)

Please affix
photograph
and sign
across the
photograph

WITNESSES:

Signature _____ Name – Address _____

Signature _____ Name – Address _____

SCHEDULE 'A' –

DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/ CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

[Description of the “SAID FLAT” hereby sold to the Purchaser]

ALL THAT piece and parcel of a self-contained **Residential Flat, Being No. “.....”** made with tiles flooring, situated on the Floor in the newly constructed G+4 (Five Storied) building, measuring about **Square Feet Carpet Area, Square Feet Covered Area corresponding to Square Feet Super Built-up area**, comprising of ... (....) bed rooms, (.....) Toilets, (.....) Dining Cum Open Kitchen and (.....) Balcony with **lift facility made with Tiles flooring** as contained in the said flat together with all rights of easement, privilege and appurtenances attached thereto and also since been more particularly and specifically depicted as well as delineated in the **PLAN** annexed hereto by ‘**RED**’ border line, forming the **PART** of these presents, situated over the **FIRST SCHEDULE** mentioned herein above **TOGETHER WITH** proportionate share of land and right to use the common passage, common stair case, common lobbies from ground floor to top floor, common privy, common water reservoir, common water tank, common electrical fittings, common electric facility, common meter room and space, Lift and Lift wall common parapet wall, common drainage and sewerage system, common open areas, common passage etc. being butted and bounded as follows:-

On the North:-

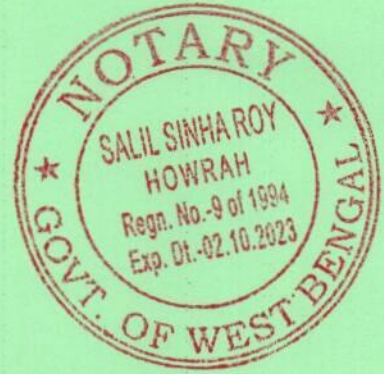
On the South:-

On the East:-

On the West:-

12 MAY 2026

(22)



SCHEDULE 'C'

PAYMENT SCHEDULE

(PAYMENT OF THE TOTAL CONSIDERATION)

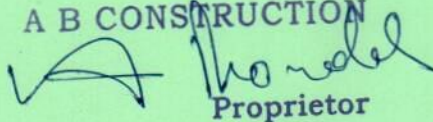
The total consideration price of the Said Unit is Rs...../- (Rupees only) admeasuring an area of Sq. ft including Super Built up area, a bit more or less, to be paid in the following manner:

- a) At the time of execution of this Agreement: 10%;
- b) At the time of roof casting : 40%.
- c) At the time of brick work :20 %.
- d) At the time of flooring : 20%.
- e) Remaining price or the amount as per final measurement, will be paid before or at the time of Registration of Deed of Conveyance.

On Identification by the Ld. Lawyer
LTI/SIGNATURE ATTESTED

SALIL SINHA ROY
NOTARY, HOWRAH
Regd. No.-9/94
Govt. of W.B.

A B CONSTRUCTION


Proprietor

12 MAY 2026